

SECRET

OSA-0395-64

Copy 4 of 7

21 January 1964

MEMORANDUM FOR: Audit Liaison Officer

SUBJECT : Itek Corporation Settlement Proposals
SHC64-8292-67, Contract No. EC-2131;
SHC63-9036-369, Contract No. BB-425 T.O. #3;
SHC63-9050-370, Contract No. BB-425 T.O. #5

1. Attached are copies of the subject proposals. These claims represent work performed and completed under these contracts and task orders.

2. It is requested that an audit, an inventory of the residual and costs of these claims be conducted and a report furnished.

SIGNED

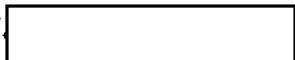


25X1A

Attachments:

As stated above

CD/OSA/



Dist: Cy 1 & 2 - Audit Liaison Officer
3 - CD/OSA EC-2131 (Contractor's Proposals)
4 - CD/OSA BB-425 T.O. #3 Prop.
5 - CD/OSA BB-425 T.O. #5 Prop.
6 - BFB/OSA
7 - RB/OSA

DOCUMENT NO. _____
NO CHANGE IN CLASS. ☒
☐ DECLASSIFIED
CLASS. CHANGED TO: TS S C 2011
NEXT REVIEW DATE: _____
AUTH: HR 10-2
DATE: 9 JUL 1981 REVIEWER: 064540

SECRET

SPECIAL HANDLING

20R-2361
COPY 1 OF 3

SHC63-9036-369

Copy # /

ITEK CORPORATION
FINAL SETTLEMENT PROPOSAL
CONTRACT BB-425, TASK ORDER #3

August 29, 1963

SPECIAL HANDLING

SPECIAL HANDLING

TABLE OF CONTENTS

SECTION I

Release

SECTION II

Assignment of Refunds, Rebates & Credits

SECTION III

Final Settlement Reconciliation Project 9036

SECTION IV

Schedule of Estimated Recoverable Rates Project 9036

SPECIAL HANDLING

Contract No. BB-425, T.O. #3

Pursuant to the terms of Contract No. BB-425, T.O. #3 and in consideration of the sum of one thousand, sixteen dollars (\$1,016) which has been or is to be paid under the said contract to Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the United States of America (hereinafter called the Government) does remise, release and discharge the Government, their officers, agents and employees of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:
2. Claims, together with ^{-None-}reasonable expenses incidental thereto, based upon the liabilities of the Government to third parties arising out of the performance of the said contract which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Government within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Government and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 25 day of September, 1963. 25X1A

[Redacted Signature]

TITLE President

I, [Redacted], certify that I am the Controller 25X1A
(Official Title)

of the corporation named as Contractor in the foregoing release; that [Redacted], who signed said release on behalf of the Contractor, was then Exec. Vice President of said corporation; that said release was duly
(Official Title)

signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

[Redacted Signature]

25X1A

(CORPORATE SEAL)

ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Contract No. BB-425, T.O. #3

Pursuant to the terms of Contract No. BB-425, T.O. #3 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the United States of America (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due, or which may become due, and to promptly forward to the Government checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 5 day of September, 1963. 25X1A

ITEK

BY

TITLE Exec VI

I, [Redacted], certify that I am the Controller (Official Title) of the corporation named as Contractor in the foregoing assignment; that [Redacted], who signed said assignment on behalf of the Contractor, was then Exec Vice President (Official Title) of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

25X1A

(CORPORATE SEAL)

Next 1 Page(s) In Document Exempt

Itek

PROPOSAL APPROVALS

I.Q. No. _____

Date Received _____

Proposal No. _____

Date Due _____

Customer: _____

BID DESCRIPTION/NAME OF EQUIPMENT

Final Settlement Proposal, Contract BB-425, Task Order No. 3
29 August 1963

THIS PROPOSAL HAS BEEN REVIEWED AND APPROVED BY THE
PERSONNEL WHOSE SIGNATURES APPEAR BELOW:*

1. Cognizant Dept. Manager _____
SIGNATURE DATE

2. Division Director (prime responsibility) _____
SIGNATURE DATE

3. Cost Estimating _____
SIGNATURE DATE

4. Contracts Management Dept. _____
SIGNATURE DATE

5. Programs Division Director _____
SIGNATURE DATE

6. Admin. and Control Division _____
SIGNATURE DATE

7. President (where required) _____
SIGNATURE DATE

* CLASS I PROPOSALS MUST HAVE SIGNATURES 1-7

CLASS II PROPOSALS MUST HAVE SIGNATURES 1-5 ONLY

REMARKS:

PROPOSAL COORDINATOR'S COMMENT:

SIGNATURE

DATE